

# **NHSaves@work Rebate Program**

## ***PSNH Terms and Conditions***

This Agreement entered into by and between Public Service Company of New Hampshire, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (herein referred to as "PSNH"), and the Customer as identified on the front of the rebate application (herein referred to as "Customer"). Execution of the rebate application shall constitute acceptance of these Terms and Conditions.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Customer and PSNH agree that the Customer's participation in PSNH's nhsaves@work Rebate Program (herein referred to as "NHSRP"), shall be subject to the following terms and conditions:

1. No Energy Efficiency Measures (herein referred to as "EEMs") will be deemed eligible for a rebate payment under PSNH's NHSRP unless they are identified in the rebate application and have met NHSRP acceptance criteria as evidenced by a pre-approval offer on the rebate application signed by the Customer and PSNH.
2. All rebates are contingent upon continued approval of the NHSRP by the NH Public Utilities Commission and authorization to recover said amounts from the System Benefits Charge. The rebate amount cannot exceed the total project cost.
3. If the Customer installs all the EEM's identified in the rebate application, the Customer will be eligible for a rebate payment as listed on the rebate application.
4. This payment will be made to the Customer after the project is installed and verified by PSNH and/or PSNH's Quality Assurance Contractor. The EEMs must be installed, inspected, and accepted by PSNH before the "Completion Date" on the front of the rebate application. Payment will be made within 60 days of said verification and after PSNH has received an executed copy of the rebate application and all applicable invoices.
5. In consideration of the rebate payment, the Customer agrees to remain a "Full Requirements Customer" of PSNH for the term of this Agreement. A "Full Requirements Customer" is defined as a customer obtaining all of its electrical energy requirements through PSNH's Transmission and Distribution System. This requirement shall preclude any and all forms of self-generation (other than generation used for emergency supply during service outages on PSNH's transmission and distribution system), cogeneration, and purchases of electricity from a supplier whose supply is not distributed by PSNH. This provision shall not prohibit the Customer from testing emergency generators on a periodic basis, nor prohibit the Customer from participating in a PSNH demand reduction program using the Customer's emergency generator(s). The Customer is free to purchase its electrical needs from a competitive energy supplier; however, this supply must be delivered through the PSNH meter.
6. EEMs for which PSNH has provided monetary rebates under NHSRP must remain operating and in their original location (or a mutually agreed upon location served by PSNH) for the term of this Agreement. PSNH reserves the right to inspect for compliance of this provision during the term of this Agreement.
7. Should the Customer breach the terms of article 5 or 6, the Customer agrees to pay damages to PSNH equal to the full rebate amount within 60 days of PSNH's demand for said payment as full settlement of the breach. The Customer agrees that the damages specified within this Agreement are not a penalty but represent a reasonable estimate of the damages PSNH would suffer as a result of the Customer's failure to comply with the terms of this Agreement.
8. The term of this Agreement is the period of time commencing with the date on which PSNH offers this rebate by delivering a rebate application and ending three (3) years after the Customer receives the rebate payment.
9. In the event that the Customer has any outstanding (overdue) balances due and owing to PSNH, the rebate payment may be withheld at PSNH's option, and used to offset such outstanding debt(s).
10. The rights and obligations in this Agreement shall be binding upon any lessees, assigns, and future owners of those facilities at the Customer's Project site. The Customer agrees to include the restrictions contained in this Agreement in leases, purchase and sales agreements, contracts or other similar documents relating to the use and ownership of the facilities at the project site.
11. PSNH does not guarantee or warrant any energy savings. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, or weather changes, all may impact the Customer's future electrical energy use and cause actual savings to vary from estimated savings. Any and all warranties are between the Customer and the installer or the manufacturer of installed EEM's.
12. The Customer agrees to allow PSNH to perform an on-site evaluation of the installed EEMs as part of the NHSRP program evaluation. This evaluation is strictly for informational purposes, to determine the EEM's real and long-term savings. The evaluation will not alter the rebate amount in any way and the results will be treated confidentially by PSNH.
13. PSNH IS NOT A MERCHANT IN EEMS. ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BETWEEN PSNH AND CUSTOMER. THE CUSTOMER SHALL LOOK TO THE MANUFACTURER, VENDOR AND/OR INSTALLER FOR COPIES AND ENFORCEMENT OF ANY WARRANTIES OR GUARANTEES.
14. The Customer, as a condition of participation, is responsible for the safe and proper disposal of all wastes, hazardous or otherwise, and equipment, machinery or devices replaced by the EEMs installed under this letter of Agreement, in accordance with all laws, rules and regulation. The Customer must also agree not to install any of the replaced equipment in PSNH's service territory.
15. This Agreement shall only be amended by a written document executed by duly authorized representatives of both parties.

To participate in the NHSRP project, the Customer must execute the rebate application by a duly authorized representative and return it to PSNH. A signed copy of the fully executed rebate application will be returned to the Customer.

# nhsaves@work

## ***Instructions for completing Sections A, B and C of the Rebate Application***

### **General Instructions:**

With the assistance of your Utility Representative, complete Sections A (and B only if payment is assigned to the contractor) of the rebate application. Instructions for completing the rebate worksheet (found on the back of the rebate application) are provided with these instructions. Please return the completed rebate application to your Utility Representative for approval.

### **Section A: Customer Information**

1. Fill in the **Customer's Name** (as it should appear on the rebate check), **Electric Account Number** and **Electric Rate** (i.e. G, GV, LG)
2. A Utility Representative will fill in the **Application Number**.
3. Fill in the Project **Facility Address for the location of the project** (Street, City, State and Zip Code).
4. Fill in project **Service Location Identification** (i.e. Building A, Cafeteria, etc.) only if further clarification is needed to identify the project.
5. Fill in Customer's **Mailing Address** (Street, City, State and Zip Code) for the rebate check.
6. Fill in Customer's **Contact Person's Name, Title, and Telephone Number**.
7. Check off one of the following to indicate whether Customer's business is **Incorporated: (yes/ no/exempt)**.
8. Fill in Customer's **Federal Tax Identification Number**.
9. Check off Customer's **Rebate Payment Preference** ( **check / bill credit / pay contractor** ).
10. If the rebate is to be paid to a contractor or vendor the customer must sign the **Please Assign Payment to Contractor Box**.

### **Section B: Contractor Information (Required only if the rebate is to be paid to the contractor)**

1. Fill in **Contractor's Name, Contact Person and Title**. If the rebate is to be paid to the contractor, the contractor must sign the rebate application in the **Contact Person Signature** box.
2. Fill in **Contractor's Mailing Address** (Street, City, State and Zip Code) and **Telephone Number**.
3. Fill in Contractor's **Federal Tax Identification Number**.
4. Check off one of the following to indicate whether Customer's business is **incorporated: (yes/no/exempt)**.

### **Section C: Document Approvals**

#### **Pre-Installation Inspection:**

1. A Utility Representative will sign and date the rebate application upon completion of a pre-installation inspection of the project site. This is required for all retrofit projects but may be required for new construction projects.

#### **Pre-Approval Offer:**

1. A Utility Representative will fill in the **Amount of the Rebate Offer** and project **Completion Date** (the rebate offer is valid until this date). The utility representative will sign and date the rebate application in the **Utility Signature** Box, authorizing an offer of the rebate upon approval of the Technical Review.
2. A Technical Review is required for all projects (it will be the responsibility of the utility representative to obtain the proper signature in the **Technical Review** Box).
3. The Customer will sign and date the rebate application in the **Customer Signature** Box, agreeing that: the information on the rebate worksheet is correct and accurate, the proposed efficiency measures are acceptable and they understand and will agree to the Utility's Terms and Conditions.

#### **Post-Installation Inspection:**

1. Notify your Utility Representative that the project has been completed and to schedule a post-installation Inspection.
2. The customer is to provide copies of the itemized invoices to the utility representative. The invoices must show the cost of the items purchased, date of purchase, where the equipment was purchased, make, model and quantities of purchased equipment. The customer is to also provide the **Total Project Cost**.
3. After project completion and documentation review, the Utility Representative and Customer will sign and date the rebate application in the **Utility Signature** Box and in the **Customer Signature** Box respectively. The utility representative will fill in the **Amount of Rebate** for the rebate payment.

#### **Management Approval:**

1. Utility Management will review completed application and supporting documentation and will then will sign and date the application in the **Utility Signature** Box to authorize rebate payment.